



Kenton County School District | *It's about ALL kids*

## THE KENTON COUNTY SCHOOL DISTRICT

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Bid Documents

### **Discount Bid Supplement D**

Prepared by:  
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Purchasing Agent  
Kenton County Board Of Education

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## INVITATION TO BID

### BOARD OF EDUCATION OF KENTON COUNTY, KENTUCKY EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1055 Eaton Drive  
Fort Wright, Kentucky 41017  
859/344-8888  
859/344-1531 (fax #)

#### **DISCOUNT BID SUPPLEMENT D (Bid #27-DB/D-20/23)**

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

#### **DELIVERY OF BID**

Bids shall be mailed or delivered in a sealed envelope marked "DISCOUNT BID SUPPLEMENT D" in the lower left corner to:

**Kenton County Board of Education  
ATTN: Cinda Roberts, Purchasing Agent  
1055 Eaton Dr.  
Ft. Wright, KY 41017**

Bids may also be emailed with "DISCOUNT BID SUPPLEMENT D" in the subject line to:  
[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

Copies of this invitation may be obtained at:  
<https://www.kenton.kyschools.us/Content2/302>.

#### **PERIOD OF CONTRACT**

**The period of the contract will be from October 5, 2021, through December 31, 2023.**

#### **TIME OF BID OPENING**

**Bids will be opened at 2:00 p.m. on Wednesday, September 22, 2021.** All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid in official bid box prior to the bid opening, will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as result of failure of the mails to deliver bids on time.

#### **LOCATION OF BID OPENING**

Bids will be opened and read in the bid department at the Kenton County Board of Education. You are invited to view the bid opening via Google Meets. Bidders wanting to witness the bid opening should e-mail Cinda Roberts at [cinda.roberts@kenton.kyschools.us](mailto:cinda.roberts@kenton.kyschools.us) two (2) hours prior to the bid opening to request a Google Meets invitation.

#### **BID AWARD**

**Bids shall be awarded at the board meeting held on October 4, 2021.**

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications, all conditions and all other provisions of this Invitation to Bid. Contracts may be awarded on a per item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.

**“PROHIBITON AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS”**

45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
  - a. He or any member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his, or employee, is a party; or
  - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated person gain of any other person

**“STATEMENT PURSUANT TO KRS 45A.990”**

45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Kenton County, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a Class C felony.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Board of Education of Kenton County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

**NOTE:** THIS PROHIBITON AGAINST CONFLICT OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

**GENERAL BID INSTRUCTIONS AND CONDITIONS  
(PLEASE READ CAREFULLY)**

**A. ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

**B. BID DOCUMENTS**

Bid forms are provided with this "Invitation to Bid". All proposals shall be submitted on the "Bid Form".

**C. SPECIFICATIONS**

Specifications are attached and are part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herein. The bidder is instructed to complete all blanks and spaces where information concerning any items is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

**D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)**

The Kentucky Model Procurement Code (KRS 45A), adopted by the Board of Education, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

**E. PERFORMANCE BOND**

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

**F. EXCUSE FOR NON-PERFORMANCE**

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

**G. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

**H. TAXES**

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

**I. BRAND NAMES**

The brand or trade name, manufacturer's name, and/or catalog number must be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

**J. I.R.S. W-9 FORM**

All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form within ten (10) business days of the Bid Award Notification.

**K. PRODUCT EVALUATION**

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered

satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

**L. NON-DISCRIMINATION**

During the performance of this Contract, the Seller agrees as follows:

- The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation origin, race, sex, veteran status or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.
- The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
- The Seller shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

**M. DELIVERY**

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

**N. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Jenny Weis, Purchasing Coordinator, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

**O. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

**P. K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

**Q. OR EQUAL CLAUSE**

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

**R. BIDS**

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will not be opened.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

**S. PRICES**

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

**T. SUBSTITUTIONS**

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jenny Weis, Purchasing Coordinator.

**U. REQUIREMENTS**

- All deliveries must be complete within three (3) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:
- One (1) copy to the warehouse with material at time of delivery.
- Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.
- No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
- All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.
- All invoices must show the purchase order number, date of delivery, name of location and a list of items delivered by item name.

**V. OTHER CONDITIONS**

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid. The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

**W. HOLD HARMLESS**

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

**X. CRIMINAL HISTORY VERIFICATION**

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or

property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

**Y. GOVERNING LAW**

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky in connection with any cause of action arising from any/all purchases.

**Z. RECIPROCAL PREFERENCE**

In accordance with 200 KAR 5:400 - **ALL BIDDERS** must complete the attached **“REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS”** and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder’s home state to that state’s resident bidder.

**AA. LEGAL AND CONTRACTUAL REMEDIES**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee’s office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney’s fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**BB. LOBBYING**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the The Kenton County School District.

**CC. CORRECTIVE ACTION REQUEST (C.A.R.)**

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

- The Kenton County School District’s Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
- The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
- The Kenton County Purchasing Department will review the vendor’s response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
- Once the written response received from the vendor is deemed suitable by Kenton County Schools’ Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.



- If Kenton County Schools' Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.
- If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response defining what action will be taken. Kenton County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Kenton County Schools.
- Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <https://www.kenton.k12.ky.us/Content2/294>

**DD. CLEAN AIR/CLEAN WATER**

For contracts and sub-grants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

**EE. SUSPENSION AND DEBARMENT**

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

The Contractor understands that a contract award (see 2 CUR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by The Kenton County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Kenton County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

**FF. LOBBYING**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to The Kenton County School District.

**GG. BUY AMERICAN**

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- "Domestic Commodity or Producer are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

#### **HH. COST REIMBURSABLE CONTRACTS**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

**OR**

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

For any clarification relative to this bid, email all questions to [cinda.roberts@kenton.kyschools.us](mailto:cinda.roberts@kenton.kyschools.us).

**KENTON COUNTY BOARD OF EDUCATION  
DISCOUNT BID  
SPECIAL CONDITIONS**

**AWARDING OF CONTRACT(S)**

The Board reserves the right to waive defects and informalities in proposals or to accept any proposal as deemed to be in its best interest. Contracts may be awarded as deemed to be in the best interest of the Kenton County Board of Education. The Board shall also have the right to award to the best evaluated bid based on price, quality, time of delivery, previous experience with bidder and availability of vendor representative to service account and provide routine assistance to the schools and the Board of Education.

The Kenton County Board of Education shall have the right to reject any or all bids or any portion of said bid.

The Board of Education also reserves the right to bid specific items if it is in the best interest of the Board of Education.

**PERIOD OF CONTRACT**

The period of the contract will be from **October 5, 2021, through December 31, 2023.**

**TERMS OF BIDDING**

The Board of Education is requesting vendors to quote discounts off list prices as published in their latest catalog(s), labor rates by hour and type of labor and/or percentage of store discount.

**DELIVERY AND DELIVERY REQUIREMENTS**

The items shall be delivered (**F.O.B. Destination**) to **ALL** school and office locations of the Kenton County Board of Education. **If vendor quotes plus (+) shipping, their bid may be rejected.**

All items are to be shipped INSIDE DELIVERY.

All deliveries shall be completed within two (2) weeks from receipt of purchase order and the vendor must furnish invoices as follows:

- One (1) copy of packing slip to the location with the individual's name referenced with the material at the time of delivery.
- For Board Purchase Orders, two (2) copies of the invoice (original and one copy) to the Accounts Payable Department, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017 or emailed (preferred method) to:  
[accounts.payable@kenton.kyschools.us](mailto:accounts.payable@kenton.kyschools.us).
- For School Activity Fund Purchase Orders, two (2) copies of the invoice (original and one copy) to the individual school.
- All deliveries shall be made to the location indicated on the purchase order and signed for by a responsible Board official.
- All invoices shall show the purchase order number, date of delivery, name of location and list of items delivered by item name.

**ORDERING**

The Board of Education will furnish the successful bidders formal purchase orders. In no case shall delivery be made to any location without a purchase order number and prior approval of the Purchasing Department.

**IMPORTANT: DO NOT BID IF YOU CANNOT MEET DELIVERY REQUIREMENTS OF SMALL INDIVIDUAL DELIVERIES TO EACH LOCATION.**

**KENTON COUNTY BOARD OF EDUCATION  
DISCOUNT BID  
SPECIAL CONDITIONS**

**PERCENTAGE OF DISCOUNT**

The percentage of discount must remain firm for the period of the contract. The companies receiving awards as a result of this bid will be required to extend the same percentage of discount, terms and conditions to all Kenton County Schools regardless of the funding source.

**PROCUREMENT CARDS**

Note on the bid form if your company will accept Procurement (Credit) Cards: *Visa® or MasterCard®*. Orders will be placed using either Purchase Orders or Procurement Cards.

**LABOR**

If labor is applicable, indicate the rate charge per hour noting all exceptions.

**EXTENSION OF CONTRACT**

Contracts may be extended if agreed upon by both parties for additional contract period(s).

**Awarded Bidders shall be required to supply the Board a completed W-9 and any/all MSDS sheets associated with any anticipated chemicals to be used as a part of the awarded contract within 10 days of award notification.**

**PAYMENT & PAYMENT TERMS**

*PAYMENT TERMS ARE NET 45 to 90. THIS IS NOT NEGOTIABLE.*

- Payments are made the day following the regularly held monthly KCSD Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
- Checks/payments are run once a month and are subject to deadlines for the monthly KCSD Board meeting. All invoices received after the check run deadline must wait until the following month for payment.
- Invoices are held until all items on a purchase order have been delivered.
  - It is the vendor's responsibility to communicate any extended backorder of item(s) that may affect the payment.

**CHECK LIST**

All items listed below are due at the time of the sealed bid opening in order to qualify the bid.

- ◆ **Bid Form, page 14, completed, signed and dated \_\_\_\_\_**
- ◆ **Conflict of Interest, page 15, signed and dated \_\_\_\_\_**
- ◆ **FOR Kentucky BIDDERS CLAIMING RESIDENT BIDDER STATUS, Resident Bidder Status, page 16, signed, dated and notarized \_\_\_\_\_**

**KENTON COUNTY BOARD OF EDUCATION  
DISCOUNT BID  
BID FORM**

**REQUIRED FORM--MUST BE COMPLETED**  
*Leave blank if not applicable*

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
	%	
	%	
	%	
	%	

Mark "none" if not bidding catalog discount      0% Discount will be assumed if left blank

Lead Time after receipt of order: \_\_\_\_\_ days

*Leave blank if not applicable*

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

Mark "none" if not bidding labor

In compliance with the INVITATION TO BID, and subject to all the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted above in the Exceptions columns.

<b>NAME OF COMPANY:</b>
<b>ADDRESS:</b>
<b>PRINT OR TYPE NAME:</b>
<b>OFFICIAL TITLE:</b>
<b>PHONE NUMBER:</b>
<b>FAX NUMBER:</b>
<b>INTERNET ADDRESS:</b>
<b>EMAIL ADDRESS:</b>
<b>ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)</b>
<b>TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:</b>
<b>FAX NUMBER:</b>
<b>EMAIL ADDRESS:</b>

We **WILL / WILL NOT** (circle one) accept Procurement Cards as payment.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONFLICT OF INTEREST**  
**REQUIRED FORM – MUST BE COMPLETED**

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
  - a) He, or any member of his immediate family has a financial interest therein; or
  - b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID  
FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**

